



CONTRACT

47QFCA21D0003

Modification 01

Red Six Aerospace Inc. (Red 6) SBIR III

in support of:

**United States Air Force (USAF), Air Force
Research Laboratory (AFRL)**

**Issued to:
Red Six Aerospace Inc.**

**Small Business Innovation and Research Phase III
Conducted under Federal Acquisition Regulation (FAR) 15, 16.505 and 6.302-5**

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

Award: July 19, 2021

FEDSIM Project Number 47QFCA21Z1124

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 GENERAL

This is a Single Award (SA) Indefinite Delivery Indefinite Quantity (IDIQ) contract to Red 6 conducted under the Small Business Innovation and Research (SBIR) Program Phase III authority in accordance with the Small Business Administration (SBA) SBIR Policy Directive (Dated 1 October, 2020). The contractor shall deploy the Red 6 Platform (R6P), provide project management, train Government personnel, and provide technical support necessary to perform the SBIR Phase III IDIQ objectives on a Task Order (TO) basis to United States Department of Defense (DOD) customers. Hereafter, the Red 6 SBIR Phase III IDIQ will be referred to as the Base Contract while TOs issued under the Base Contract will be referred to as individual TOs. The TOs shall be performed in accordance with (IAW) all sections of this Base Contract. The Red 6 SBIR Phase III Base Contract and TOs are available to support DOD organizations' SBIR Phase III requirements that extend, derive from, continue, or complete the scope from Red 6 SBIR Phase I and II contracts.

B.1.1 ORDER TYPES

The Base Contract allows for Firm-Fixed Price (FFP) and Labor Hour (LH) TOs only. Approved travel and ODCs will be cost-reimbursed using Not-To-Exceed (NTE) CLINs IAW the Federal Travel Regulation (FTR) at the TO level.

B.1.2 MINIMUM GUARANTEE AND MAXIMUM CEILING

The guaranteed minimum for the Base Contract is \$1,500. The guaranteed minimum will be satisfied at the time of the Base Contract award. The sum maximum dollar ceiling for all issued TOs under the Base Contract shall not exceed \$70,000,000. There is no established limit on the number of individual TOs or individual TO ceilings provided the Basic Contract dollar ceiling for all associated TOs issued is not exceeded.

B.2 SERVICES AND PRICES

Long-distance travel is defined as travel over 50 miles from the primary place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
SLIN	Sub Line Item Number
FFP	Firm-Fixed-Price
FTR	Federal Travel Regulation
LH	Labor-Hour
NTE	Not-to-Exceed
CONUS	Continental United States

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QTY	Quantity
DIS	Discount
N/A	Not Applicable

The contractor shall establish all pricing at the Base Contract level. This pricing at the Base Contract level will be applied to any subsequent TO issued under the Base Contract. The Base Contract provides the ordering contracting officer the flexibility to determine fair and reasonable pricing.

B.2.1 FIVE YEAR BASE CONTRACT BASE PERIOD

The Base Contract period of performance is one five-year base period and no option periods. The period of performance for individual TOs awarded off the Base Contract will vary in length. The offeror is requested to propose a labor mix and fully loaded labor rates for all personnel set to perform under TOs issued off the Base Contract. The offeror is also requested to propose a fixed price list to the following SLINs contained in the CLIN table below in section B.3.

B.2.1.1 OPTION PERIODS

The Base Contract will not have any anticipated option periods. The individual TOs issued under the Base Contract may have up to four option periods. The maximum any individual TO may exceed the Base Contract period of performance is 12 months (for example; if a TO is awarded on the final day of the Base Contract period, that TO can only be a maximum of 12 months long).

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.3 ORDER PERIOD

FFP:

Description	QTY DIS	Unit	7/19/2021- 7/18/2022 Unit Price	7/19/2022- 7/18/2023 Unit Price	7/19/2023- 7/18/24 Unit Price	7/19/2024- 7/18/2025 Unit Price	7/19/2025- 7/18/2026 Unit Price
Red 6 Platform - Hardware							
One-Seat Aircraft	(b) (4)	ea	(b) (4)				
Two-Seat Aircraft		ea					
One-Seat Aircraft 5% DIS		ea					
Two-Seat Aircraft 5% DIS		ea					
One-Seat Aircraft 8% DIS		ea					
Two-Seat Aircraft 8% DIS		ea					
Red 6 Platform - License							
Annual License	(b) (4)	ea	(b) (4)				
Evergreen License		ea					
Annual License 5% DIS		ea					
Evergreen License 5% DIS		ea					
Annual License 9.75% DIS		ea					
Evergreen License 9.75% DIS		ea					
Evergreen License - Support & Maintenance							
Support & Maintenance	(b) (4)	ea	(b) (4)				
Support & Maintenance 5% DIS		ea					

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Support & Maintenance 9.75% DIS	(b) (4)	ea	(b) (4)
Implementation			
Military Aircraft - New Model		ea	
Variant Module Configuration Military Aircraft - New Model		ea	

LH:

Description	Total Hours
Labor	See Task Order(s)

Labor Category	Site	7/19/2021- 7/18/2022	7/19/2022- 7/18/2023	7/19/2023- 7/18/24	7/19/2024- 7/18/2025	7/19/2025- 7/18/2026
Platform Engineer - CONUS	Contractor / Government	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
Platform Analyst - CONUS	Contractor / Government					
Platform Program Manager - CONUS	Contractor / Government					

NTE COST REIMBURSEMENT TRAVEL CLIN:

Description	NTE
Long-Distance Travel	NTE

NTE COST REIMBURSEMENT ODCs:

Description	NTE
ODCs	NTE

BASE CONTRACT GUARANTEED MINIMUM:

CLIN	Description	Total
0001	Base Contract Guaranteed Minimum satisfied at Task Order 01 award	\$1,500

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.4 INDIRECT/MATERIAL HANDLING RATE

Long-Distance Travel and ODCs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the contract shall not exceed the rate specified in the schedule of prices above.

B.5 Product Descriptions

The following subsections outline in full detail the descriptions of each FFP product identified in section B.3 above.

B.5.1 Red 6 Platform Hardware

One-Seat Aircraft - Includes all hardware supporting the core modules Avionics Integration System (AIS) 1x, Coupled Fusion Tracking (CFT) 1x, Remote Artificial Intelligence Link (RAIL) 1x and Enhanced Visual Environment (EVE) 1x.

Two-Seat Aircraft - Includes all hardware supporting the core modules Avionics Integration System (AIS) 1x, Coupled Fusion Tracking (CFT) 2x, Remote Artificial Intelligence Link (RAIL) 1x and Enhanced Visual Environment (EVE) 2x.

B.5.2 Red 6 Platform License

Annual License - No additional user licenses required. Red 6 grants Customer during the Annual Term a non-transferrable, non-exclusive, limited license, without any right to sublicense to use the product solely for its internal purposes. The Annual License includes one year of Support & Maintenance (S&M) (section B.5.3) at no additional cost.

Evergreen License - Red 6 grants during the Evergreen Term a non-transferrable, non-exclusive, limited license, without any right to sublicense to use the product solely for its internal purposes. The Evergreen License includes one year of S&M (section B.5.3) at no additional cost. Should the Government decide to renew the Evergreen License only the S&M (section B.5.3) need be purchased to keep the license active.

B.5.3 Evergreen License S&M

S&M - Red 6 will provide Customer with all update, release or other adaptation or modification of the product, including any updated documentation, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Product(s).

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.5.4 Implementation

Military Aircraft - New Model - Implementation of R6P integration with a new military aircraft model. Red 6 shall ensure that each outfitted platform has a full set of R6P components installed, including: EVE module(s), CFT module, RAIL module and AIS module.

Variant Module Configuration Military Aircraft - New Model - Includes configuration needed for additional aircraft operating under different training technical orders and requiring different scenarios.

SECTION C – SPECIFICATIONS

C.1 BACKGROUND

The sponsor for this Base Contract, the USAF, has a requirement for the R6P augmented reality technology as part of the Future Training Concept, and intends to fund and pursue commercialization of Red 6 SBIR Phase I and II technology through this Phase III sole source award. Similar requirements have been communicated across the sister services and beyond so the Base Contract will be available to the whole of DOD.

R6P includes the Advanced Tactical Augmented Reality System (ATARS) and Combined Augmented Reality Battlespace Operating Network Software (CARBON), hardware kits, software licenses and engineering services. The primary component of ATARS is a helmet equipped with Head Mounted Display (HMD) that allows users within relevant environments such as flying aircraft to observe other virtual aircraft in the sky flying alongside them as if they were real. The core module of ATARS is called Enhanced Visualization Environment (EVE), which uses high resolution geometry to occlude aircraft visuals in real-time (both externally and internally) for pilot training. CARBON enables multiple users to experience a networked synthetic and live combined experience through a single ATARS.

R6P will serve to increase the capacity of the USAF's existing training and readiness infrastructure, facilitating the development of novel and innovative technology to improve the realism of training for combat and multi-domain challenges, and enable the conservation of resources. This contract will configure, integrate, test, and manufacture ATARS and CARBON and expand on commercialization efforts for multiple user needs and performance requirements.

C.1.1 PURPOSE

The purpose of this Base Contract is to obtain R6P, including ATARS and CARBON, hardware kits, software licenses, engineering services and support for USAF and other DOD customers in order to commercialize through use case expansion of the Research/Research and Development (R/R&D) conducted under Red 6's previous SBIR contracts.

C.1.2 SPONSOR AGENCY MISSION

The mission of the USAF is to fly, fight and win in air, space and cyberspace. The USAF achieves this by being a trusted and reliable joint partner with its sister services, including supporting the joint mission first and foremost. The USAF provides compelling air, space, and cyber capabilities for use by the combatant commanders.

C.2 BASE CONTRACT SCOPE

The scope of this SBIR Phase III Base Contract includes all of the work required to configure, integrate, test, and manufacture R6P to satisfy multiple user needs and performance requirements. Work will be performed at the contractor's site and with military personnel at designated installations on military aircraft and/or flight helmets. The contractor may be required to travel to locations specified at the TO level in order to perform installation and/or service support, including training, during this contract.

SECTION C – SPECIFICATIONS

C.3 BASE CONTRACT OBJECTIVE

Under this SBIR Phase III Base Contract, the contractor shall deliver R6P hardware kits and software licenses, and provide engineering, support and training services to the Government. The Base Contract objectives identify the scope of work for individual TOs. The following components shall be specified as tasks and tailored to individual TO requirements for all TOs awarded under this Base Contract.

C.3.1 OBJECTIVE 1 – PROVIDE PROJECT MANAGEMENT

The contractor shall provide project management support under this Base Contract at the TO-level. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in TO specifications. The contractor shall manage program cost, schedule, performance, risks, obsolescence, warranties, subcontracts, and data to produce and sustain the equipment that satisfy the baseline documentation and provide clear Government visibility into the program status.

C.3.1.1 COMPONENT 1 – COORDINATE A PROJECT KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a virtual Project Kick-Off Meeting approved by the FEDSIM Contracting Officer's Representative (COR) at the TO level. The meeting shall provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting shall provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include TO contractor personnel, the TO Technical Point of Contact (TPOC), representatives from the directorates, other relevant Government personnel, and the FEDSIM COR.

At least three business days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda for review and approval by the FEDSIM COR and the TO TPOC prior to finalizing. The agenda shall include, at a minimum, the following topics:

- a. Points of Contact (POCs) for all parties.
- b. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- c. Project Staffing Plan and status.
- d. Security discussion and requirements (i.e., foreign nationals, building access, badges, Common Access Cards (CACs)).
- e. Financial requirements including financial reporting and invoicing.
- f. Draft Baseline Quality Management Plan (QMP).
- g. Deliverable delivery method.

The Government will provide the contractor with the number and email address of Government participants for the Project Kick-Off Meeting, and the contractor shall provide copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report to the FEDSIM COR documenting the Kick-Off Meeting discussion and capturing any action items.

SECTION C – SPECIFICATIONS

C.3.1.2 COMPONENT 2 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide a MSR to the FEDSIM COR (**Section J, Attachment C**). The MSR shall include the following:

- a. Activities during the TO reporting period (include ongoing and new activities, activities completed, and progress to date on all activities). Each section shall start with a brief description of the task, which includes how it relates back to the SBIR I or II.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Risks
- d. Personnel gains, losses, and status (security clearance, etc.).
- e. Government actions required.
- f. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- g. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for the reporting period).
- h. Accumulated invoiced amount for each CLIN up to the previous month.
- i. Projected amount of each CLIN for the current month.

C.3.1.3 COMPONENT 3 – CONVENE TECHNICAL STATUS MEETINGS

The contractor Project Manager (PM) shall convene a virtual monthly Technical Status Meeting with the TO TPOC, FEDSIM COR, and other Government stakeholders. Periodicity of the Technical Status Meeting may also be established within the individual TO. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR.

C.3.1.4 COMPONENT 4 – PREPARE AND UPDATE A PROJECT MANAGEMENT PLAN (PMP)

The contractor shall document all TO support requirements in a PMP. The contractor shall provide the Government with a draft PMP on which the Government will make comments. The final PMP shall incorporate the Government's comments and be provided to the Government.

The PMP shall:

- a. Describe the contractor's management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- c. Include an integrated master schedule including milestones, tasks, and subtasks required in the TO.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels for LH work and associated responsibilities and partnerships between Government organizations.
- e. Describe in detail the contractor's approach to risk management under the TO.

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- f. Describe in detail the contractor's approach to communications, including processes, procedures, format and other rules of engagement between the contractor and the Government.
- g. Describe in detail the contractor's approach to reliability, availability, and maintainability.
- h. Describe in detail the contractor's approach to Diminishing Manufacturing Sources and Material Shortages (DMSMS), obsolescence/supply chain management.
- i. Describe in detail the contractor's approach to counterfeit prevention.
- j. Describe in detail the contractor's approach to system engineering.
- k. Describe in detail the contractor's approach to system safety.
- l. Describe in detail the contractor's approach to configuration management.
- m. Describe in detail the contractor's approach to cybersecurity.
- n. Describe in detail the contractor's approach to production acceptance testing.
- o. Include the contractor's QMP.

The PMP is an evolutionary document that shall be updated annually at a minimum and as project changes occur. The contractor shall work from the latest Government-approved version of the PMP.

C.3.1.5 COMPONENT 5 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted. The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and Point of Contact (POC) at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, Trip Reports shall be prepared with the information provided in **Section J, Attachment D**.

C.3.1.6 COMPONENT 6 – PROVIDE QUALITY MANAGEMENT

The contractor shall identify and implement its approach for providing and ensuring quality throughout its solution to meet the requirements of the TO and ensure the R6P is produced in accordance with the engineering data. The contractor shall provide a Quality Management Plan (QMP) and maintain and update it as changes in the program processes are identified. The contractor's QMP shall describe the application of the appropriate methodology (i.e., quality control and/or quality assurance) for accomplishing TO performance expectations and objectives. The QMP shall describe how the appropriate methodology integrates with the Government's requirements. The contractor shall develop and implement procedures to properly maintain measuring and test equipment. The contractor shall develop and implement procedures to ensure appropriate corrective action of nonconforming material. Quality control procedures shall be updated and adhered to throughout the life of the TO.

The contractor shall update the draft QMP submitted along with the draft PMP and then provide a final baseline QMP. The contractor shall periodically update the QMP, as changes in project/program processes are identified.

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C.3.1.7 COMPONENT 7 – CONTRACT MANAGEMENT

The contractor shall provide contract management for the life of the Base Contract. Among the contract management activities, the contractor shall:

- a. Review and recommend edits for draft TOs and contract modifications.
- b. Maintain contract files which includes (but not limited to) all contract modifications, orders, deliverables, contracts correspondence and potential novations.
- c. Ensure transfer of any commercial warranties on components to the FEDSIM Contracting Officer (CO).
- d. Prepare proposals for TOs, as required.

C.3.1.8 COMPONENT 8 – CONTRACT CHANGE PROPOSAL (CCP)

The contractor shall prepare and submit a CCP to the FEDSIM Contract Specialist (CS), in contractor format, to propose changes to contract documents, as directed by the FEDSIM CO.

C.3.1.9 COMPONENT 9 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of LH services provided under the Base Contract at the TO level via a secure data collection site: the System for Award Management (SAM). The contractor shall completely fill in all required data fields using the following web address: <https://www.sam.gov>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <https://www.sam.gov>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.3.2 OBJECTIVE 2 – PROVIDE FFP HARDWARE

The contractor shall provide all ATARS hardware kits for utilization and maintenance of the R6P on One- and Two-Seat Military Aircraft, at Government installations and as specified in the TO. Modification of this contract to add additional CLINs for hardware kits for other types of vehicles and other use cases (i.e., vertical lifts, ground based, command and control, or aircraft types) is anticipated.

C.3.3 OBJECTIVE 3 – PROVIDE FFP SOFTWARE AND LICENSING

The contractor shall provide the R6P product which shall include contractor proprietary commercial software, incorporated third-party software for the baseline, module components and units, models, algorithms, and any helpers, extensions, plug-ins, and add-ons, in any format,

SECTION C – SPECIFICATIONS

specified in the TO, and shall include all updates, modifications, patches and upgrades scheduled during the period of performance. Additional third-party software may be requested for integration with the R6P product at the TO level.

The contractor shall offer R6P software licensing options that meet Government requirements stated in the TO. Options shall allow the Government alternatives to choose between short-term licensing such as year-to-year options, or long-term licensing that reduces expense over time for TOs that plan for extended utilization.

Additional information on the licenses as well as S&M can be found in the Red 6 License and Services Agreement (**Section J, Attachment U**), Sections 2.1 and 2.2 for licenses, and 7.1 and 7.2 for S&M.

C.3.4 OBJECTIVE 4 – PROVIDE IMPLEMENTATION AND TRAINING SERVICES

C.3.4.1 COMPONENT 1 – USE CASE DEVELOPMENT/ANALYSIS/TESTING/EVALUATION

The contractor shall explore and define use cases and performance requirements such as:

- Configuration of an R6P component (e.g., Augmented Reality Head Mounted Display (HMD)).
- Performance of analysis and tests, as needed to aid the design process and to document the end item satisfies the user's performance requirements.

The case development/analysis/testing/evaluation may be performed on a representative aircraft (e.g., Berkut). The contractor shall define and develop test plans at the TO level with inputs from Government operational units, the Test and Evaluation community and as designated in the project plan. The contractor shall provide on-site demonstration, test, and evaluation at locations and on platforms, test beds, and models as designated by the TO TPOC.

The contractor shall perform analysis of install implications for the initial R6P components integration with various Government aircraft platforms (e.g., T-38). The contractor shall coordinate with the Government Test and Evaluation community. The contractor shall evaluate Government cloud environments and become familiar with the integration platform (e.g., T-38). The contractor shall submit progress reports to the TPOC and FEDSIM COR every six weeks or as delineated in the TO until completion of this task, at which time the contractor shall submit all Analysis/ Testing/Evaluation performed via a Final Use Case Development Report to the FEDSIM COR.

C.3.4.2 COMPONENT 2 – VALIDATION & CERTIFICATION

All module components and units (EVE/Coupled Fusion Tracking (CFT)/Remote Artificial Intelligence Link (RAIL)/Avionics Integration System (AIS)) shall be validated and certified to appropriate standards where necessary. Depending on the use case this might include on the hardware side, mil-spec ratings of cables and connectors, drop tests, and ejection testing; and on the software side, API/format compatibility/sufficient levels of encryption.

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C.3.4.3 COMPONENT 3 – INSTALL R6P COMPONENTS ON GOVERNMENT PLATFORMS (E.G. AIRCRAFT) AND/OR LOCAL/CLOUD AND/OR SANDBOX CLOUD ENVIRONMENT AND CARBON SPECIFICATIONS

The contractor shall ensure that each outfitted platform has a full set of R6P components installed, including but not limited to: EVE v3.0 module(s), CFT module, RAIL module and AIS module. The system will also include the Multimedia Multiplex Module (M3) quick release cable system for each included EVE module.

i. INTEGRATION AND TESTING OF ATARS IN GOVERNMENT PLATFORM

The contractor shall perform according to Government specifications as defined at the TO-level (e.g., T-38 Experimental aircraft at Holloman Air Force Base). The contractor will need to be in compliance with the appropriate certifications such as DoD's MIL-HDBK-516c Airworthiness Certification Criteria (**Section J, Attachment O**) or have received required approvals or waivers, including referenced specifications. For example, within MIL-HDBK-516c there are references to other military specifications that the contractor's technology will have to adhere to. This may include, but is not limited to, Federal Aviation Administration (FAA), The International Organization for Standardization (ISO), and other certification criteria.

ii. INTEGRATE, TEST, DEPLOY CARBON NETWORK INFRASTRUCTURE

CARBON enables multiple users to experience a networked synthetic and live combined experience through a single ATARS. CARBON in the future may include the ability to run augmented reality-enabled simulations individually and within a combined training "game" via CARBON. Installation shall be informed by the lessons learned from previous installations and will account for any engineering-based differences. ATARS shall be designed to be modular, simplifying installation across airframes, vehicles, and personnel not within a vehicle within and across platforms.

Additionally, for example, within scope work for extension of the SBIR may include use of Virtual Reality (VR), Mixed Reality (MR), or traditional simulators with CARBON networked infrastructure so that another pilot will be able to control an entity rendered for Within-Visual-Range (WVR) to EVE wearers by ATARS and for Beyond-Visual-Range (BVR) within equipped aircraft. If a network with sufficient performance characteristics is available, the contractor may install the VR or other simulator (leveraging an Oculus Quest or similar) at other installations to establish connections across military bases and geographically distinct ranged environments. The contractor may demonstrate ability to provide a low-latency WVR/BVR Live, Virtual, and Constructive (LVC) simulation for training or operational use across multiple locations that support a wide range of use cases to provide value for the end users.

C.3.4.4 COMPONENT 4 – VARIANT MODULE CONFIGURATION

Building off of Component 2 - Validation & Certification (**Section C.3.4.2**), the contractor may perform configuration needed for additional aircraft operating under different training technical orders and requiring different scenarios, even if they are the same aircraft base model already validated/certified. This could include different avionics configurations (and therefore different

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available hardware space) and different software requirements. Other non-aircraft use cases will require similar variant module configuration management and installations.

C.3.4.5 COMPONENT 5 – TRAINING & TEST SUPPORT

Per the individual TOs, the contractor shall train Government end-users to utilize the adapted R6P component solution and develop and provide required test support materials. End-users shall be trained in basic hardware operations and maintenance, e.g., starting/stopping scenarios, power cycling the system. Test support shall include contractor staff onsite during initial tests when the system is handed over. The contractor shall provide pre- and post- test briefings and required materials (such as flight cards) for each test to the TPOC. The contractor shall develop, update, and provide R6P training materials to the TPOC prior to each session.

C.3.4.6 COMPONENT 6 – CONFIGURATION MANAGEMENT AND ORDER OF NEW PLATFORM MODELS

The contractor shall establish a product baseline. The product baseline shall define the configuration of R6P components with a demonstrated capability to satisfy the user's performance requirements. Establishment and maintenance of a configuration management process shall thereafter control the R6P (e.g., Augmented Reality HMD, ATARS, CARBON) configuration for the life of the contract.

The contractor shall document the design of the R6P product baseline through the use of engineering data. The contractor shall establish and maintain an Integrated Product Team, to include Government personnel, for insight into the design's progress.

C.3.4.7 COMPONENT 7 – LOGISTICS

The contractor shall develop and deliver all data necessary to support the R6P (e.g., provisioning, installation, operational and repair manuals, and engineering data) consistent with the Red 6 maintenance concept per each TO. The contractor shall ensure compatibility (form and format) of the data with existing Government systems per each TO.

SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this Base Contract will be performed electronically by the FEDSIM COR, and as required at the TO level by the designated TO COR/TPOC where required.

E.2 SCOPE OF INSPECTION

All TO deliverables will be inspected for content, completeness, accuracy, and conformance to contract requirements by the FEDSIM COR and TO TPOC. The Government will use a Quality Assurance Surveillance Plan (QASP) as a basis for acceptance of performance and deliverables. The QASP may be updated throughout the contract's period of performance in cooperation with the contractor. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the contract. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 business days after receipt of deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the contract and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the deliverable is adequate, the Government may accept it or provide comments for incorporation.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this contract, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable version, the contractor shall arrange a meeting with the FEDSIM COR.

E.3.1 ACCEPTANCE OF IT DEVELOPMENT REQUIREMENTS

For IT development, the final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

SECTION E – INSPECTION AND ACCEPTANCE

E.4 DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 business days (unless specified otherwise in Section F) from Government receipt of the deliverable. Upon receipt of the Government comments, the contractor shall have ten business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO or FEDSIM COR will provide written notification of acceptance or rejection (**Section J, Attachment E**) of all deliverables within 15 business days (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

E.6.1 LH CLINS

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten business days of the rejection notice. If the deficiencies cannot be corrected within ten business days, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten business days.

E.6.2 FFP CLINS

If the contractor does not provide products or services that conform to the requirements of this contract, the FEDSIM CO will withhold the fixed price until the non-conforming products or services are remediated.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this Base Contract will be a five-year base period with no option periods. Individual TOs will vary in length but shall not exceed five years themselves, inclusive of all option periods.

Base Contract Order Period: July 19, 2021 – July 18, 2026

F.2 PLACE OF PERFORMANCE

The primary place of performance where the contractor will perform the work is Santa Monica, CA. Long-distance CONUS travel is anticipated to be required in support of this effort. However, a different place of performance may be specified if necessary for a particular TO.

F.3 SCHEDULE AND MILESTONE DATES

The following table contains deliverables required under the Base Contract and will be used by the FEDSIM COR to monitor timely progress under this contract. Individual TOs may have additional deliverables and terms and conditions.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

NLT: No Later Than

TOA: Task Order Award

All references to Days: Business Days

Deliverables are due the next Government business day if the due date falls on a holiday or weekend.

Abbreviations in the Government Rights column of the table below shall be interpreted as follows:

N/A: Not Applicable

SBIR: Rights in Data –DFARS 252.227-7018 Deviation 2020-O0007

UR: Unlimited Rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

GR: Government purpose rights means the right of the Government to use, duplicate, or disclose Data, in whole or in part, and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table as required at the TO-level and on the dates specified:

SECTION F – DELIVERIES OR PERFORMANCE

BASE CONTRACT DELIVERABLE				
DEL. #	MILESTONE/ DELIVERABLE	RFP REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS*
01	Copy of contract (initial award and all modifications)	F.4	Within 10 days of TOA	N/A

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this contract. The contractor shall also mark applicable deliverables with the DFARS 252.227-7018 Deviation 2020-O0007.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten business days from the date of the FEDSIM CO's execution of the initial Contract, or any resulting TO awards, or any modification to the Contract or TOs (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 01**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USAF designated repository.

The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

a. Text	Microsoft (MS) Word, Google Docs, PDF
b. Spreadsheets	MS Excel, Google Sheets

SECTION F – DELIVERIES OR PERFORMANCE

c. Briefings	MS PowerPoint, Google Slides
d. Drawings	MS Visio, Google Drawings
e. Schedules	MS Project, Smartsheet

F.6 PLACE(S) OF DELIVERY

Copies of all TO deliverables shall also be delivered to the designated TO TPOC. The TPOC name, address, and contact information will be provided at TO award.

F.7 NOTICE REGARDING LATE DELIVERY/ PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment B**) as soon as it becomes apparent to the contractor that a scheduled TO delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Designation Letter (**Section J, Attachment A**) and in accordance with FEDSIM’s COR Process as of November 20, 2020. The FEDSIM COR will receive, for the Government, all work called for by the contract and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Johnny Montgomery
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 320-4407
Email: johnny.montgomery@gsa.gov

Contracting Officer’s Representative:

Gary White
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 834-9066
Email: gary.white@gsa.gov

Technical Point of Contact:

Provided at the individual TO level, upon award.

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Acquisition Manual (GSAM) 552.232-25, Prompt Payment (Nov 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Base Contract and TO Number: *(from GSA Form 300, Block 2)*
Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*
FEDSIM Project Number: 47QFCA21Z1124
Project Title: Red 6 SBIR III

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM’s electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the

SECTION G – CONTRACT ADMINISTRATION DATA

charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned Identification (ID) and password, navigate to the order against which you want to invoice by clicking on the Award Administration link located under the Acquisition dropdown at the top of the page. Click the Invoice Summary Page link, and then click the *Create New Invoice* button.. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including details such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the Government’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

G.3 INVOICE REQUIREMENTS

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and TO TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.905 and GSAM 532.9. The contractor shall provide receipts on an as-requested basis.

Each contract type shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following data:

- a. Contract Number.
- b. TO Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Invoice Date.
- e. Contractor Name.
- f. Contractor Address.
- g. Name and address of the Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- h. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- i. Current period of performance.
- j. Charges by CLIN/SLIN.
- k. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

SECTION G – CONTRACT ADMINISTRATION DATA

- l. Current Charges.
- m. Cumulative Charges.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

G.3.1 LABOR HOUR CLINS

The contractor may invoice monthly on the basis of hours incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Employee labor category.
- d. Monthly and total cumulative hours worked.
- e. Corresponding negotiated contract ceiling rate.
- f. Hours incurred not billed by CLIN.
- g. Total Amount Paid (Lump Sum) by CLIN.

G.3.2 FFP CLINS

The contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP period of performance – as stated in Section B
- b. Total Amount Paid (Lump Sum) by CLIN

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the continental United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, Department of Defense (DOD) Civilian Personnel, Appendix A - prescribed by the DOD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR. The invoice shall include the period of performance covered by the invoice

SECTION G – CONTRACT ADMINISTRATION DATA

and the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request (TAR) identifier, approver name, and approval date.
- b. Current invoice period.
- c. Names of persons traveling.
- d. Number of travel days.
- e. Dates of travel.
- f. Number of days per diem charged.
- g. Per diem rate used.
- h. Total per diem charged.
- i. Transportation costs (rental car, air fare, etc.).
- j. Total charges.
- k. Explanation of variances exceeding ten percent of the approved versus actual costs.

G.3.4 OTHER DIRECT COSTS (ODCS)

The contractor may invoice monthly on the basis of cost incurred for the ODC CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions, in MS Excel format, are required.

- a. ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date delivery accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include Material and Subcontractor (M&S) charges and G&A charges.

G.4 BASE CONTRACT CLOSEOUT

The Government will unilaterally close out the Base Contract no later than six years after the end of the Base Contract period of performance if the contractor does not provide final DCAA rates by that time.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this contract is 541715, Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology).

H.1.1 AMERICAN-MADE EQUIPMENT AND PRODUCTS

In accordance with SBA SBIR/STTR Policy Directive dated 1 October 2020, Congress intends that the Awardee of a Funding Agreement under the SBIR/STTR program should, when purchasing any equipment or a product with funds provided through the Funding Agreement, purchase only American-made equipment and products, to the extent possible, in keeping with the overall purposes of this program. Each SBIR/STTR Agency must provide to each Awardee a notice of this requirement.

H.2 PRODUCT SERVICE CODES (PSC)

The PSC is AC67 Research and Development Electronic and Communications Equipment--Commercialization.

H.3 APPROVED PURCHASING SYSTEM

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA)) is not mandatory but is preferred. When reviews are conducted of the purchasing system during the performance of the Contract, the contractor shall provide the results of the review to the FEDSIM CO within ten business days from the date the results are known to the contractor.

If the contractor initiates a purchase within the scope of this contract and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (**Section J, Attachment K**). If the prime contractor does not have an approved purchasing system, the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP) (**Section J, Attachment J**). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.N.2.

H.4 ODCs

The Government may require the contractor to purchase ODCs including hardware, software, and related supplies critical and related to the services being acquired under a TO. Such requirements will be identified at the time a Task Order Request (TOR) is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of the TO, the contractor shall submit to the FEDSIM CO a CTP (**Section J, Attachment J**) or RIP (**Section J, Attachment K**). All CTPs shall:

- a. Be prepared in a legible manner.
- b. Include the purpose of the purchase.
- c. Specify the items being purchased.
- d. Show the estimated cost of the purchase.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- e. Include a cost comparison.
- f. Show the rationale behind the purchase.

FAR 51 deviation allows for contractors to procure items (including IT equipment) from the GSA Schedule and GSA Global Supply Programs when deemed appropriate for fulfillment of agency requirements. Those items procured using the FAR 51 deviation must be T&M/LH. If FAR 51 deviation authority is used, the contractor shall submit a CTP, and the FEDSIM CO will issue written authorization to the contractor in accordance with FAR 51.102. The contractor shall not make any purchases without an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.11.2.

H.5 SECURITY REQUIREMENTS

H.5.1 INFORMATION ASSURANCE

The contractor may have access to sensitive (including privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

H.5.2 OPERATIONS SECURITY (OPSEC) TRAINING REQUIREMENTS

For the sponsoring agency, the contractor shall provide OPSEC protection for all sensitive/critical information as defined by Air Force Instruction (AFI) 10-701 (Operations Security), the 711 Human Performance Wing (HPW) OPSEC Plan, and critical information list. The contractor shall participate in the 711 HPW sustained OPSEC awareness training or include OPSEC training as part of their on-going security program. The 711 HPW OPSEC coordinator will evaluate the OPSEC posture of USAF contract activities and operations. OPSEC requirements for other Departments will be communicated at the TO level.

H.5.3 SECURITY CLEARANCES

The contractor shall comply with all security requirements and have all necessary facility and employee security clearances as needed.

H.5.4 FACILITY CLEARANCE LEVEL (FCL)

It is anticipated that the work conducted under this scope will have requirements up to the Top Secret/Sensitive Compartmented Information (TS/SCI) and TS/Special Access Program (SAP) levels of classification, to include use of Joint Worldwide Intelligence Communication System (JWICS) and the Secret Internet Protocol Router Network (SIPRNet) to complete work. A Department of Defense (DD) Form 254 may be required for TOs awarded under the Base Contract, and will be issued as an attachment to the TOR. Work not requiring use of classified information or systems may be conducted while security requirements are in progress or pending.

H.5.5 FOREIGN NATIONALS

For the sponsoring agency, if foreign nationals on the contractor team require access to military installations and/or classified information then:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- Visit requests for foreign nationals must be submitted a minimum of 30 calendar days prior to planned visits. Longer lead times are required for certain countries with reduced flexibility.
- Foreign nationals must be escorted at all times while on base, not just on the flightline – increasing manning requirements for escorts and preventing any non-approved work from being completed in any building the foreign nationals are housed in.
- Public and Foreign review approval cycles – nothing can be shared with foreign nationals (even for viewing purposes) without going through the public and foreign review process which can take up to six weeks.
 - The Government will not be able to release any unapproved documents to include technical orders and test plans to a contractor that has foreign personnel in their offices.
 - If the foreign personnel are involved in the flight tests in any way this will greatly affect the execution as the release process will cover the aircraft manuals, test plans, flight cards and pre- and post-flight briefs as well.

Requirements for other Services Departments will be communicated at the TO level.

H.5.6 CONTRACTOR CONDUCT

Contractor personnel shall be under the direction and control of the contractor Program Manager. They shall be subject to regulations and directives governing the activities of personnel on Government installations. The contractor shall not employ persons for work on this contract if such employees are identified to the contractor by the Government security officer as potential threats to the health, safety, security, general wellbeing or operational mission of the installation and its population. When a contractor employee endangers life, property, security, or where such an employee violates reasonable and necessary base regulations; the site and/or installation commander may direct removal of any employee from the installation. The Government reserves the right to require immediate removal of the individual from the site/installation. In cases where the site commander has directed removal, the security officer will follow up with written notification to the contractor.

H.6 GOVERNMENT-FURNISHED INFORMATION (GFI)

GFI shall be provided and managed at the TO-level by the Government client.

H.7 GOVERNMENT-FURNISHED PROPERTY (GFP)

GFP shall be provided and managed at the TO-level by the Government client.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.8.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners (Section J, Attachment G).

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.8.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment H**) and ensure that all its personnel (including subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the contract:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this contract or obtained from the Government is only to be used in the performance of the contract. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.9 SECTION 508 COMPLIANCE REQUIREMENTS

The Government intends to invoke an exception to Section 508 requirements. The Information Technology (IT) products contemplated for purchase under this Base Contract and subsequent TOs are non-compliant with the requirements of FAR 39.203, Electronic and Information Technology (EIT) for implementation of the section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board EIT Accessibility Standards (36 CFR part 1194).

An appropriate exception to this requirement applies to this acquisition pursuant to FAR 39.203(c) and DOD MANUAL 8400.01 ACCESSIBILITY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT), dated November 14, 2017. The Government has determined that due to the nature of this SBIR action, there is only one available source for this requirement. Therefore, the nonavailability exception for Section 508 applies to this acquisition; there are no other commercial items available that both meet applicable technical provisions and can be furnished in time to satisfy the agency's delivery requirements.

H.10 TRAVEL

H.10.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the continental U.S.
- b. JTR, Volume 2, DOD Civilian Personnel, Appendix A - prescribed by the DOD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

As all contractor personnel are DOD-sponsored contractor personnel, the contractor shall ensure that all official and leisure travel complies with the requirements stipulated in the DOD Foreign Clearance Guide (FCG), host-country-specific requirements (e.g., BACO-90 ("Request for

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Confirmation of Exemption from the Requirement to Obtain a Work Permit”) in Germany), and other applicable regulations.

H.10.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking long-distance travel to any Government site or any other site in performance of this TO, the contractor shall have this long-distance travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name(s), destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment I**) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR/JTR.

Requests for long-distance travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the contract number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Long-distance travel shall be scheduled during normal duty hours whenever possible.

H.11 COMMERCIAL SUPPLIER AGREEMENTS

H.11.1 The Government understands that commercial software tools that may be purchased in furtherance of this contract as described in Section C may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARS 227.7202-3.

H.11.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this contract. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this contract; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.12 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

H.13 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the DFARS 252.227-7018 Deviation 2020-O0007 applies.

H.14 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.15 TASK ORDER REQUEST PROCESS

A Task Order Request (TOR) will be used to order the items and services provided under this Base Contract on a sole source basis. One or more TOs may be issued during the performance period of this Base Contract; it is understood and agreed that the Government has no obligation to issue any more than one TO. Warranted Contracting Officers of the General Services Administration/Federal Acquisition Service are authorized ordering officers. Items/services to be furnished under this contract shall be furnished at such times as specified under each TO as awarded by the GSA CO. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO.

H.16 2019 NATIONAL DEFENSE AUTHORIZATION ACT (NDAA), SECTION 889

Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232) covers certain telecommunications and video-surveillance companies, including but not limited to:

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

Section 889(a)(1)(A) states that the Government shall not procure or obtain certain telecommunications and video surveillance equipment or services. This prohibition is known as Section 889, Part A and went into effect August 13, 2019. Additionally, Section 889(a)(1)(B) states that the Government shall not contract with any company that uses the same telecommunications and video surveillance equipment or services. This prohibition is known as Section 889, Part B and went into effect August 13, 2020.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Base Contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-11	Certification and Disclosure Regarding Payments to Influence	SEPT 2007
52.203-12	Limitation on Payments to Influence Certain Federal	JAN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to	JUN 2020
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First Tier Subcontract	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery	OCT 2016
52.204-19	Incorporation by Reference of Representations And	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services	JUL 2018

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52.209-6	Protecting the Government's Interest When Subcontracting With	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax	FEB 2016
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices,	JUN 2020
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor - Cooperation With Authorities and Remedies	JAN 2018
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEPT 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights under the National Labor	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While	JUN 2020

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52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 2007
52.227-3	Patent Indemnity Alternate 1	APR 1984
52.227-11	Patent Rights-Ownership by the Contractor	MAY 2014
52.227-20	Rights in Data - SBIR Program	MAY 2014
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer - System for Award	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	May 2014
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989

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52.242-17	Government Delay of Work	APR 1984
52.243-3	Changes -- Time-and-Materials or Labor-Hours	SEPT 2000
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	AUG 2020
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984
52.246-17	Warranty of Supplies of a Noncomplex Nature	JUN 2003
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability—Services	FEB 1997
52.247-67	Submission of Transportation Documents for Audit	FEB 2006
52.249-2	Termination for Convenience of the Government	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984

I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the Government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or

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after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

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manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 19, 2021 through July 18, 2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

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(1) Any order for a single item in excess of \$70,000,000;

(2) Any order for a combination of items in excess of \$70,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 17, 2027.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.

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The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause—

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

I.2 GENERAL SERVICES ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html>

GSAM	TITLE	DATE
552.203-71	Restriction on Advertising	SEPT 1999
552.204-9	Personal Identity Verification Requirements	JUL 2020
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations	JUL 2015

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552.232-78	Commercial Supplier Agreements–Unenforceable Clauses	FEB 2018
552.239-70	Information Technology Security Plan and Security	JUN 2011
552.239-71	Security Requirements for Unclassified Information	JAN 2012

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at Defense Pricing and Contracting website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DFARS	TITLE	DATE
252.203-7000	Requirements Relating to Compensation of Former DOD	SEPT 2011
252.203-7001	Prohibition of Persons Convicted of Fraud or Other Defense-	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEPT 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.203-7005	Representation Relating to Compensation of Former DOD	NOV 2011
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident	DEC 2-19
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7008	Use of Government Assigned Serial Numbers	SEPT 2010
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure	JAN 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer	MAR 2020
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEPT 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	MAY 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the	JUN 1995
252.227-7030	Technical Data-Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEPT 2016

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252.228-7001	Ground and Flight Risk	JUN 2010
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting for System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7001	Warranty of Data	MAR 2014

I.3.1 DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) *Definition.* As used in this clause—

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)

(a) *Definitions.* As used in this clause—

“Authorizing official,” as described in DOD Instruction 8510.01, Risk Management Framework (RMF) for DOD Information Technology (IT), means the senior Federal official or executive

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with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Government data” means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor’s business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements.* The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant contract,” in response to provision

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252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at http://iase.disa.mil/cloud_security/Pages/index.aspx, unless notified by the Contracting Officer that this requirement has been waived by the DOD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DOD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with DFARS 239.7602-2(a).

(c) Limitations on access to, and use and disclosure of Government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DOD via <http://dibnet.dod.mil/>.

(e) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DOD to request the media or decline interest.

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(g) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DOD, the Contractor shall provide DOD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(h) *Cyber incident damage assessment activities.* If DOD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

(i) *Records management and facility access.*

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third party access requests.* The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage.* Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) *Subcontracts.* The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically to the Base Contract.

ATTACHMENT	TITLE
A	COR Appointment Letter
B	Problem Notification Report (PNR) Template
C	Monthly Status Report (MSR) Template
D	Trip Report Template
E	Deliverable Acceptance-Rejection Report Template
F	Reserved
G	Organizational Conflict of Interest (OCI) Statement
H	Corporate Non-Disclosure Agreement (NDA)
I	Travel Authorization Request (TAR) Template (electronically attached .xls)
J	Consent to Purchase Template (CTP) (electronically attached .xls)
K	Request to Initiate Purchase (RIP)
L	Reserved
M	Reserved
N	Reserved
O	MIL-HDBK-516c Airworthiness Certification Criteria
P	Reserved
Q	Reserved
R	Reserved
S	Reserved
T	Reserved
U	Red 6 License and Services Agreement